

RESTRICTIVE USE AGREEMENT

Under Ground Lease dated October 17, 2007 ("Lease"), **RTA Properties, LLC, a Mississippi limited liability company; THT, III Properties, LLC, a Mississippi limited liability company; BST Properties, LLC, a Mississippi limited liability company; RCT Properties, LLC, a Mississippi limited liability company; S.B.M.D., LLC, a Mississippi limited liability company; and BWFGI Investments, LLC, a Mississippi limited liability company, as Tenants in common ("Landlord")** whose address is Colliers, Wilkinson, Snowden, 3644 Winchester Road, Suite 101, Memphis, Tennessee 38118, Attn: Mr. Bayard Snowden leased to **McDONALD'S USA, LLC, a Delaware limited liability company ("Tenant")** whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, a parcel of land described on Exhibit A attached ("Leased Space").

One of the terms of the Lease states that the Landlord will record, or cause to be recorded, certain restrictions against Lot 9, located adjacent or contiguous to the Leased Space (the "Restricted Property") described on Exhibit B attached. Landlord, Bob White Land, LLC, a Mississippi limited liability company and Bob White Farm, LLC, a Mississippi limited liability company are fee simple owners of the Restricted Property.

THEREFORE, Landlord, Bob White Land, LLC and Bob White Farm, LLC covenant and agree:

1. That Lot 9 (whether or not such Lot 9 is subsequently voluntarily conveyed by Landlord, Bob White Land, LLC and Bob White Farm, LLC) shall not, during the term of the Lease and any extensions of it, be leased, used or occupied as a restaurant, food service establishment, drive-in, drive-thru or walk-up eating facility, provided, however, if the Leased Space is no longer operated as a McDonald's restaurant, then this Restrictive Use Agreement shall be of no further force and effect and Tenant shall execute a release of Restrictive Use Agreement within 30 days following Tenant's receipt of Landlord's written request therefor.

2. If during the term of the Lease, Landlord, Bob White Land, LLC and Bob White Farm, LLC shall own or control any land other than the Leased Space, which land is adjacent or contiguous to the Leased Space, or which constitutes a parcel or parcels out of which the Leased Space is comprised, then any building(s) or other improvement(s) constructed upon such other land shall be set back fifty (50) feet from the public right(s) of way, provided however that the restrictions set forth in this subparagraph (2) shall not be applicable:

a. With regard to existing improvements on land owned or controlled by Landlord, Bob White Land, LLC and Bob White Farm, LLC as of December 6, 2007, or,

b. With regard to any improvements existing on land which subsequently comes under Landlord's, Bob White Land, LLC's and Bob White Farm, LLC's ownership or control on the date that Landlord, Bob White Land, LLC and Bob White Farm, LLC acquires such ownership or control.

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Landlord, Bob White Land, LLC and Bob White Farm, LLC agree that the covenants set forth in (1) and (2) shall run with the land and shall inure to the benefit of the Tenant and shall be binding upon the Landlord, Bob White Land, LLC and Bob White Farm, LLC and the Landlord's, Bob White Land, LLC's and Bob White Farm, LLC's heirs, executors, successors and assigns. In the event Tenant purchases the Leased Space in its own name or the name of a nominee, such covenants shall remain in effect for a period of 20 years from the date of closing notwithstanding any earlier termination of the Lease.

Landlord has executed this Restrictive Use Agreement on this 22th day of December, 2007.

This Restrictive Use Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

LANDLORD:

RTA Properties, LLC

By: Matthew S. Buyer
Its: Manager

THT, III Properties, LLC

By: Matthew S. Buyer
Its: Manager

BST Properties, LLC

By: Matthew S. Buyer
Its: Manager

RCT Properties, LLC

By: Matthew S. Buyer
Its: Manager

S.B.M.D., LLC

By: Catherine S. Hahan

Its: Manager


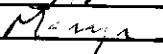
BWFGI Investments, LLC
By: *Bayard J. J. J.*
Its: *Manager*

Bob White Land, LLC

By: Catherine S. Lahan

Its: Manager

Bob White Farm, LLC

By: 
Its: 

AFFIDAVIT OF OWNERSHIP BY LANDLORD

Matthew G. Buyer, Catherine Tranah, J. Bayard Snowden being first duly sworn on oath deposes and states that he/she/they is/are the Landlord or Landlord's duly authorized officers and that the Landlord has title to all of the property described on Exhibit B attached and that the Landlord owns no other property to be restricted.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 28th day of December, 2007.

AFFIANT(S)

RTA Properties, LLC

By: Matthew G. Buyer
Its: Manager

THT, III Properties, LLC

By: Matthew G. Buyer
Its: Manager

BST Properties, LLC

By: Matthew G. Buyer
Its: Manager

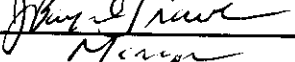
RCT Properties, LLC

By: Matthew G. Buyer
Its: Manager

S.B.M.D., LLC

By: Catherine Shallen
Its: Manager

BWFGL Investments, LLC

By: 
Its: Manager

AFFIDAVIT OF OWNERSHIP BY FEE OWNERS

Catherine S. Trahan
J. Bayard Shendon being first duly sworn on oath deposes and states that he/she/they is/are the Fee Owners or Fee Owners' duly authorized officers and that the Fee Owners has title to all of the property described on Exhibit B attached and that the Fee Owners own no other property to be restricted.

IN WITNESS WHEREOF, the Affiant has set his/her/their hand(s) this 28th day of December, 2007.

AFFIANT(S)

Bob White Land, LLC

By: Catherine S. Trahan
 Its: Manager

Bob White Farm LLC

By: J. Bayard Shendon
 Its: Manager

PLEASE ATTACH PROPER ACKNOWLEDGMENT FOR STATE WHERE DOCUMENT IS TO
BE RECORDED AND EXHIBIT A (LEGAL DESCRIPTION OF LEASED SPACE) AND EXHIBIT
B (LEGAL DESCRIPTION OF LOT 9)

ACKNOWLEDGMENT - CORPORATE

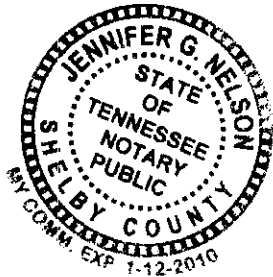
STATE OF Tennessee)
COUNTY OF Shelby) SS

I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buyer, as manager of RTA Properties, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 28 day of December, 2007.

Jennifer G. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

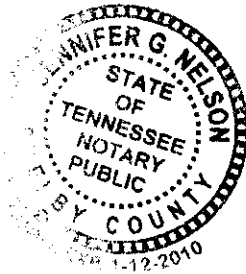
STATE OF Tennessee)
COUNTY OF Shelby) SS

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buyer, as manager of THT, III Properties, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

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Jennifer G. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

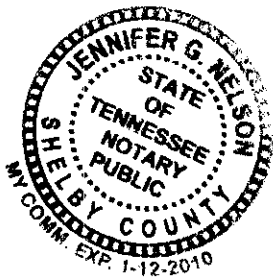
STATE OF Tennessee)
COUNTY OF Shelby) SS

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buyer, as manager of **BST Properties, LLC**, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

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Jennifer G. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

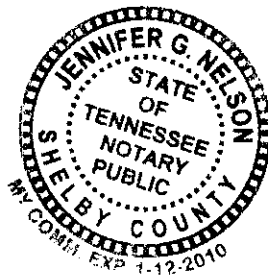
STATE OF Tennessee)
COUNTY OF Shelby) SS

I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Matthew G. Buys, as manager of **RCT Properties, LLC**, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

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Jennifer M. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

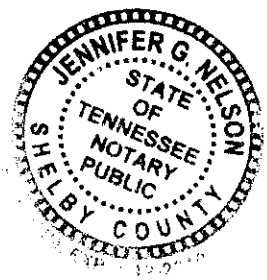
STATE OF Tennessee)
) SS
COUNTY OF Shelby)

I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Catherine S. Trahan, as manager of S.B.M.D., LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 27 day of December, 2007.

Jennifer G. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

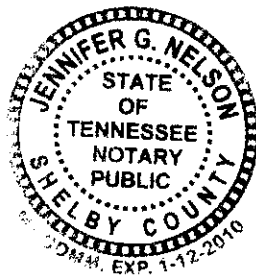
STATE OF Tennessee)
COUNTY OF Shelby) SS

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that J. Baird Snowden, as Manager of **BWFGI Investments, LLC**, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

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Jennifer G. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

STATE OF Tennessee
COUNTY OF Shelby) SS

I Jennifer Nelson a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that Catherine S. Trahan, as manager of Bob White Land, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

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Jennifer G. Nelson
Notary Public

My commission expires 1-12-2010.



ACKNOWLEDGMENT - CORPORATE

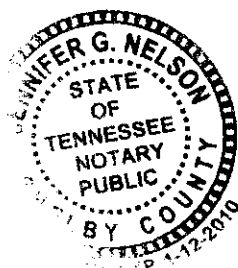
STATE OF Tennessee)
COUNTY OF Shelby) SS

I Jennifer Nelson, a Notary Public of the state and county aforesaid, DO HEREBY CERTIFY that J. Bayard Snowden, as Manager of Bob White Farm, LLC, a Mississippi limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth..

Given under my hand and notarial seal, this 27 day of December, 2007.

Jennifer N Nelson
Notary Public

My commission expires 1-12-2010.



Section 24, Township 1 South, Range 7 West
SOUTHAVEN, MISSISSIPPI
L/C: 023-0298

Exhibit A

Lot 8 of Bobwhite Farm Subdivision as shown on plat of record in Plat Book 88, page 36, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Section 24, Township 1 South, Range 7 West
SOUTHAVEN, MISSISSIPPI:
L/C: 023-0298

Exhibit B

Lot 9 of Bobwhite Farm Subdivision as shown on plat of record in Plat Book 88, page 36, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.